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Atty Dkt. No. 018300-901054

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

\*\*\*\*\*

In re: James R. Parker

Confirmation No.: 7960

Appl No.: 09/356,540

Group Art Unit: 3725

Filed: July 19, 1999

Examiner: David B. Jones

Title: PNEUMATIC SHEAR FOR FORMING STRUCTURAL LOUVERS

OFFICE OF PETITIONS

\*\*\*\*\*

In re: James R. Parker

Confirmation No.: 6546

Appl No.: 09/809,386

Group Art Unit: 3726

Filed: March 15, 2001

Examiner: Trinh T. Nguyen

Title: METHOD OF SECURING WORKPIECES TOGETHER

\*\*\*\*\*

PETITION TO EXPUNGE DOCUMENT UNDER 37 C.F.R. §1.182

Attn: Office of Petitions  
Commissioner for Patents P.O.  
Box 1450  
Alexandria, VA 22313-1450

Sir:

Applicant requests that the Assignment Agreement recorded via the Electronic Patent Assignment System (EPAS) on October 31, 2011, at Reel 027151/Frame 0704 be expunged from the record of the two (2) above-identified issued patents. Applicant respectfully requests an expeditious review of this Petition.

STATEMENT OF FACTS

On October 31, 2011, Applicant's representative filed an Assignment Agreement with Exhibit including an Assignment of rights through the Electronic Patent Assignment System (EPAS), which has been recorded against issued US Patent 6,212,932 and US Patent 6,397,469 at Reel

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027151/Frame 0704. Due to lack of understanding on the part of the paralegal preparing and completing the filing, both the Assignment Agreement and the Assignment were mistakenly recorded. The information contained in the Assignment Agreement has not otherwise been made public and there is a commitment on the part of the Petitioner to retain such information for the period of any patent with regard to which such information is submitted.

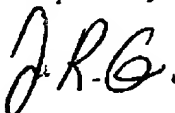
It was the intention of Applicant's representative only to record the executed Assignment and for the proprietary Assignment Agreement to remain unavailable in the public domain. Copies of the Assignment Agreement as filed on October 31, 2011, along with the EPAS receipt and Notice of Recordation are included in this transmission for the Examiner's review.

**ACTION REQUESTED**

Applicant respectfully requests that this Expedited Petition under 37 C.F.R. § 1.182 be granted and the entire Assignment Agreement as recorded at Reel 027151/Frame 0704 on October 31, 2011, be expunged from the record for both US Patent 6,212,932 and US Patent 6,397,469.

Applicant hereby authorizes payment of the Petition Fee(s) under 37 CFR 1.182 be charged to Deposit Account No. 13-4365 in the name of Moore & Van Allen, PLLC, along with any appropriate fees that may be required to avoid dismissal of this Petition.

Respectfully submitted,



Jeffrey R. Gray  
Reg. No. 64,340

**CUSTOMER NUMBER 54494**  
**MOORE & VAN ALLEN PLLC**  
430 Davis Drive, Suite 500  
Post Office Box 13706  
Research Triangle Park, NC 27709  
Tel Charlotte Office (704) 331-3638  
Fax Charlotte Office (704) 339-5800

**Electronically filed via the EFS-Web Electronic Filing System of the United States Patent and Trademark Office on November 1, 2011.**

Assignment

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Page 1 of 2

**PATENT ASSIGNMENT****RECEIVED**

Electronic Version v1.1

**NOV 07 2011**

Stylesheet Version v1.1

OFFICE OF PETITIONS

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT										
<b>NATURE OF CONVEYANCE:</b>	Assignment Agreement										
<b>CONVEYING PARTY DATA</b>											
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>James R. Parker</td><td>10/28/2011</td></tr></table>	Name	Execution Date	James R. Parker	10/28/2011							
Name	Execution Date										
James R. Parker	10/28/2011										
<b>RECEIVING PARTY DATA</b>											
<table border="1"><tr><td><b>Name:</b></td><td>Verco Decking, Inc.</td></tr><tr><td><b>Street Address:</b></td><td>4340 North 42nd Avenue</td></tr><tr><td><b>City:</b></td><td>Phoenix</td></tr><tr><td><b>State/Country:</b></td><td>ARIZONA</td></tr><tr><td><b>Postal Code:</b></td><td>85019</td></tr></table>	<b>Name:</b>	Verco Decking, Inc.	<b>Street Address:</b>	4340 North 42nd Avenue	<b>City:</b>	Phoenix	<b>State/Country:</b>	ARIZONA	<b>Postal Code:</b>	85019	
<b>Name:</b>	Verco Decking, Inc.										
<b>Street Address:</b>	4340 North 42nd Avenue										
<b>City:</b>	Phoenix										
<b>State/Country:</b>	ARIZONA										
<b>Postal Code:</b>	85019										
<b>PROPERTY NUMBERS Total: 2</b>											
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>6212932</td></tr><tr><td>Patent Number:</td><td>6397469</td></tr></table>	Property Type	Number	Patent Number:	6212932	Patent Number:	6397469					
Property Type	Number										
Patent Number:	6212932										
Patent Number:	6397469										
<b>CORRESPONDENCE DATA</b>											
<b>Fax Number:</b>	(704)409-5637										
<b>Email:</b>	beckypegg@mvalaw.com										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
<b>Correspondent Name:</b> Jeffrey R. Gray											
<b>Address Line 1:</b>	MOORE & VAN ALLEN PLLC										
<b>Address Line 2:</b>	430 Davis Drive, Suite 500, PO Box 13706										

Assignment

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Page 2 of 2

Address Line 4: Research Triangle Pk, NORTH CAROLINA 27709	
ATTORNEY DOCKET NUMBER:	018300-901054
NAME OF SUBMITTER:	Jeffrey R. Gray
Signature:	/Jeffrey R. Gray/
Date:	10/31/2011
<b>Total Attachments: 8</b> source=018300-901054AssignmentAgreement#page1.tif source=018300-901054AssignmentAgreement#page2.tif source=018300-901054AssignmentAgreement#page3.tif source=018300-901054AssignmentAgreement#page4.tif source=018300-901054AssignmentAgreement#page5.tif source=018300-901054AssignmentAgreement#page6.tif source=018300-901054AssignmentAgreement#page7.tif source=018300-901054AssignmentAgreement#page8.tif	
<b>RECEIPT INFORMATION</b>	
EPAS ID:	PAT1740299
Receipt Date:	10/31/2011
Fee Amount:	\$80

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### ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made and entered into effective as of October 28, 2011 ("Effective Date"), by and between James R. Parker, a resident of Arizona whose address is 1141 E. MADISON RD, PHOENIX, AZ (hereinafter "Parker"), and Verco Decking, Inc., a Delaware Corporation, having a principle place of business at of 4340 North 42<sup>nd</sup> Avenue, Phoenix, Arizona 85019 (hereinafter "Verco").

WHEREAS, Parker developed a new shear apparatus and method of using the apparatus, and has periodically made improvements to the same (collectively, "Inventions");

WHEREAS, Parker is the named inventor of United States Patent Nos. 6,212,932 ("932 patent") and 6,397,469 ("469 patent") (collectively, "Parker Patents");

WHEREAS, Parker licensed the Inventions and the Parker Patents to Verco pursuant to an agreement executed on September 15<sup>th</sup>, 2000, a first addendum to the agreement executed on July 26<sup>th</sup>, 2001, and a second addendum to the agreement executed on October 30, 2006 (collectively, "License Agreement");

WHEREAS, Parker wishes to supersede and terminate the License Agreement and transfer to Verco all of his worldwide rights, title and interest in and to the Inventions and the Parker Patents, based upon the terms and conditions set forth herein;

WHEREAS, Verco wishes to supersede and terminate the License Agreement and acquire from Parker all of Parker's worldwide right, title and interest in and to the Inventions and the Parker Patents, based upon the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Purchase Price.

- 1.1 In consideration of the assignments and rights granted and the obligations contained herein, Verco shall pay to Parker the sum of eighty-two thousand five hundred dollars (\$82,500) ("Purchase Price") upon complete execution of this Agreement.
- 1.2 Payment by Verco of the Purchase Price shall constitute payment in full for the rights assigned, transferred and/or granted by Parker to Verco and Parker's other obligations under this Agreement and Verco will owe no further compensation to Parker, under this Agreement, the License Agreement, or otherwise.

2. Assignment

- 2.1 Parker hereby assigns to Verco all worldwide right, title and interest in and to the Inventions and the Parker Patents, together with all claims for damages by reason of past infringement of the Parker Patents, with the right to sue and collect for such claims for Verco's own use and enjoyment. In furtherance of this assignment, Parker agrees to execute the attached Assignment at Exhibit A, the terms of which are hereby incorporated by reference. Subject to Verco's payment of the Purchase Price under this Agreement, Parker acknowledges that all right, title and interest in and to the Inventions and the Parker Patents are and will be the sole and exclusive property of Verco, such that,



without limitation, Verco shall have the exclusive right to exclude others from making, using, selling, offering for sale, importing, exporting, reproducing, modifying, promoting, marketing, distributing, licensing, enforcing (including all rights to sue and collect for past, present or future infringement of) the Inventions and the claimed subject matter of the Parker Patents.

- 2.2 At Verco's request and for no additional consideration, Parker agrees to provide reasonable assistance to Verco, including the execution and delivery of any additional documentation and taking of such other acts, as is reasonably necessary to formally evidence the assignment made herein and otherwise shall also provide reasonable cooperation to Verco in protecting and enforcing its rights in the Inventions and the Parker Patents, including without limitation, communicating to Verco any facts known to Parker relating to the Inventions or Parker Patents and testifying in any legal proceeding(s) relating to the Parker Patents.
- 2.3 At Verco's request and for no additional consideration, Parker shall provide to Verco all information and materials in his possession that relate to the conception or reduction to practice of the Inventions or to the filing and prosecution of the applications that matured into the Parker Patents.

3. Warranties and Representations, Additional Covenants, Etc.

- 3.1 Parker represents and warrants that James R. Parker is the sole inventor of the Parker Patents and Parker is not aware of any other inventor of the Inventions or the subject matter of the claims of the Parker Patents.
- 3.2 Parker represents and warrants that he has fully disclosed to Verco all information of which Parker is aware that is material to the patentability of the Parker Patents, including any information, such as devices, products, publications, etc., which might be relevant to the patentability of one or more of the Parker Patents.
- 3.3 Parker represents and warrants that James R. Parker has the full power to convey the entire right, title and interest in and to the Inventions and the Parker Patents to Verco, and that no other entity has any right or interest in the Inventions or Parker Patents.
- 3.4 Parker represents and warrants that he has not conveyed to any other Person, whether by express assignment or by operation of law, the right, or otherwise authorized any other person or entity, to make, use, sell, offer for sale or import any product or method disclosed or claimed in the Parker Patents, in whole or in part, and Parker represents and warrants that Parker will not in the future, whether by express assignment or by operation of law, convey any rights to any other person or entity for or in, or authorize any other person or entity to make, use, sell, offer for sale or import any product or method disclosed or claimed in the Parker Patents.
- 3.5 Parker represents and warrants that this assignment by Parker to Verco of his entire right, title and interest in and to the Inventions and the Parker Patents will not violate any covenant, agreement or binding obligation of Parker.
- 3.6 Parker represents and warrants that he has not performed any material acts or made any material statements, or failed to perform any material acts or make any material statements that would adversely affect the ownership of the Parker Patents in the United



States, the patentability of the Parker Patents in the United States, and/or the validity and/or enforceability of any Parker Patents.

3.7 Subject to Verco's payment of the Purchase Price pursuant to this Agreement, Parker agrees not to challenge the patentability of the Parker Patents, the validity and/or enforceability of the Parker Patents, or the ownership of the Parker Patents, or any other past, present or future patent or application relating to the Parker Patents or the Inventions.

3.8 Parker represents and warrants that he is not under any obligation of a contractual or other nature to any person or entity which is inconsistent or in conflict with this Agreement or which would prevent, limit or impair in any way the performance by Parker of his obligations hereunder.

4. Binding Agreement.

This Agreement, will be binding upon and inure to the benefit of the parties, their officers, agents, legal representatives, employees, and permitted successors and assigns, and all those in active concert or participation with them.

5. Costs.

Each party will bear its own cost in connection with the execution and performance of this Agreement. In the event of any litigation between the parties pertaining to a breach of this Agreement, the prevailing party shall be awarded its/his costs and reasonable attorneys' fees.

6. Choice of Law and Exclusive Forum.

The laws of the State of Arizona shall govern the validity, interpretation, construction, and performance of this Agreement, without giving effect to the principles of conflict of laws. The parties agree that the exclusive jurisdiction and venue for any action relating to this Agreement shall be the state and federal courts in Phoenix, Arizona.

7. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and the remaining provisions of this Agreement will not be affected and will be valid and enforceable.

8. Amendment and Non-Waiver.

The terms of this Agreement cannot be waived, modified, amended, or discharged, except in a writing signed by both parties. The failure of either party at any time to require performance by the other party of any term or condition hereof or to enforce its rights hereunder will not in any manner affect the right to require full performance or to enforce its rights at any time thereafter nor will the waiver by any party of any default in the performance or observance of any term or condition herein be taken as, or held to be, a waiver of any preceding or subsequent default or as a waiver of the term or condition itself.


9. Execution.


This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10. Entire Agreement.

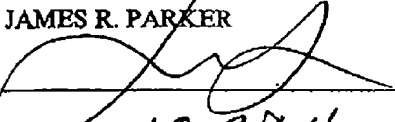
This Agreement and the Assignment in Exhibit A constitute the entire understanding between the parties regarding the subject matter hereof, and terminate and supersede all prior agreements and negotiations, oral or written, including the License Agreement executed between Parker and Vercos on September 15<sup>th</sup>, 2000, July 26<sup>th</sup>, 2001, and October 30, 2006. To the extent of any conflict between this Agreement and any surviving term of the License Agreement, this Agreement shall control. Any representation, promise or condition of the License Agreement not incorporated herein will not be binding upon either party.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

VERCO DECKING, INC.

  
Name: Maria Miron  
Title: General Manager  
Date: 10/28/11

JAMES R. PARKER

  
Date: 10-28-11

JP  




Exhibit A

A handwritten signature in black ink, appearing to be 'JP' followed by a stylized flourish.

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ASSIGNMENT

THIS ASSIGNMENT, made by me, James R. Parker, citizen of the United States of America, residing at 1141 E. McDowell Rd, Phoenix, Arizona, United States of America;

WITNESSETH: That,

WHEREAS, I am the inventor of United States Patent Number 6,212,932, entitled "PNEUMATIC SHEAR FOR FORMING STRUCTURAL LOUVERS," which issued on April 10, 2001 and United States Patent Number 6,397,469, entitled "METHOD OF SECURING WORKPIECES TOGETHER," which is a divisional patent of US Patent Number 6,212,932, and which issued on June 4, 2002. Both the 6,212,932 patent and the 6,397,469 patent will hereinafter be referred to as the subject patents.

WHEREAS, VERCO DECKING, INC., a Delaware Corporation, having a principal place of business at 4340 N 42<sup>nd</sup> Avenue, Phoenix, Arizona, 85019, hereinafter referred to as "assignee", is desirous of confirming its ownership of the entire right, title and interest in and to the subject patents, as well as the improvements described therein (hereinafter, "said inventions");

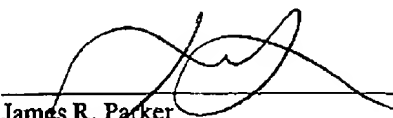
NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I have sold and by these presents do hereby sell, assign, transfer and convey unto the said assignee, its successors and assigns, the entire right, title and interest in and to the said invention and the subject patents, and in and to any and all reissues, reexamination, or extensions thereof which may be granted therefor or thereon, for the full end of the term of the subject patents, together with all claims for damages by reason of past infringement of the subject patents, with the right to sue and collect for such claims for assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. The same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not be made.

I further covenant and agree that, at the time of the execution and delivery of this assignment, I possess full title to the invention and the subject patents above-mentioned, and that I have the unencumbered right and authority to make this assignment.

I further covenant and agree to bind my heirs, legal representatives and assigns, promptly to communicate to said assignee or its representatives any facts known to me relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors or assigns to vest in the assignee complete title to the said invention and subject patents, without further compensation, but at the expense of said assignee, its successors, assigns and other legal representatives.

JP  
km

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 28<sup>th</sup> day of  
Oct., 2011.

  
James R. Parker (SEAL)

STATE OF ARIZONA )

COUNTY OF MARICOPA )

I, Vicki J. Bigelow a Notary Public for said County and State, do hereby certify that James R. Parker personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

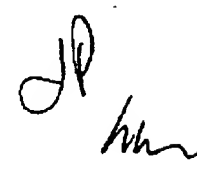
Witness my hand and official seal, this the 28<sup>th</sup> day of Oct., 2011.

(Official Seal)



  
Notary Public

My commission expires: \_\_\_\_\_





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UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

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NOVEMBER 1, 2011

PTAS

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JEFFREY R. GRAY  
MOORE & VAN ALLEN PLLC  
430 DAVIS DRIVE, SUITE 500, PO BOX  
13706  
RESEARCH TRIANGLE PK, NC 27709

**501708971**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/31/2011

REEL/FRAME: 027151/0704  
NUMBER OF PAGES: 10

BRIEF: ASSIGNMENT AGREEMENT

DOCKET NUMBER: 018300-901054

ASSIGNOR:  
PARKER, JAMES R.

DOC DATE: 10/28/2011

ASSIGNEE:  
VERCO DECKING, INC.  
4340 NORTH 42ND AVENUE  
PHOENIX, ARIZONA 85019

APPLICATION NUMBER: 09356540

FILING DATE: 07/19/1999

PATENT NUMBER: 6212932

ISSUE DATE: 04/10/2001

TITLE: PNEUMATIC SHEAR FOR FORMING STRUCTURAL LOUVERS

APPLICATION NUMBER: 09809386

FILING DATE: 03/15/2001

PATENT NUMBER: 6397469

ISSUE DATE: 06/04/2002

TITLE: METHOD OF SECURING WORKPIECES TOGETHER

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWW.USPTO.GOV